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SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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## REQUEST FOR PROPOSAL TO PROVIDE MAINTENANCE OF THE CALL BOX SYSTEM

Letter of Invitation  
July 28, 2009

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways ("MTC SAFE") invites your firm to submit a proposal for the maintenance, repair, and related field work of the roadside call box system in the nine-county San Francisco Bay Area.

This letter together with its enclosures comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth herein.

### **Proposal Due Date**

Proposers must submit one (1) reproducible, unbound original, and four (4) hard copies of their proposal in a sealed envelope labeled "Call Box Maintenance Proposal" no later than 1:00 p.m., Friday, August 28, 2009. ***Proposals received after that date and time will not be considered.*** Faxes and email submissions will not be accepted. Proposals shall be considered firm offers to provide the services described in this RFP for a period of one hundred twenty (120) days from their submission

### **MTC SAFE Point of Contact**

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5965; email inquiries may be directed to <spow@mtc.ca.gov>.

Stefanie Pow, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street, 3<sup>rd</sup> Floor  
Oakland, CA 94607-4700

### **Background**

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid call box system in the nine Bay Area counties. The MTC SAFE Call Box Program provides a system of 2,200 call boxes on about 1,100 miles of freeways and expressway. These call boxes allow motorists to request roadway assistance.

MTC SAFE has a diverse system of call boxes installed on various Caltrans-owned infrastructures and county roads. The majority of the call boxes are solar powered and have aluminum housings; however there are some that are AC powered and have Lexan ® housings, depending on the location. Most call boxes are digital cellular while there are several call boxes that are hooked up to landlines. All call boxes have been upgraded from the Yes/No push button communication system to TTY keyboards and screens.

The existing system of call boxes requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the MTC SAFE call box system. Other projects, as they relate to call box construction or installation, may also be involved under the contract resulting from this RFP.

MTC SAFE is currently implementing a bridge call box installation project which will place call boxes on seven toll bridges over the next five years. In addition, a site improvement project will be released to upgrade call box sites to increase accessibility. Both projects will affect this maintenance project.

### **Minimum Qualification**

To be eligible to submit a proposal for this project, a Proposer must have:

- A minimum of five (5) years experience in maintaining emergency roadside telephone systems with similar technology of which three (3) years may be satisfied by experience in maintaining other (non-call box) systems of a similar nature;
- An office centrally located in the San Francisco Bay Area; and
- An existing electronic maintenance system to record and track call box repairs and archived data.

### **Scope of Work and Schedule**

The tasks involved as part of maintenance for the call box system include making repairs, performing general upkeep tasks, correcting various issues the call boxes may encounter, and conducting related administrative tasks. A complete Scope of Services is provided in *Appendix A, Scope of Services* of this RFP.

The first contract period shall commence on January 1, 2010 and end June 30, 2010 to coincide with the MTC SAFE fiscal year. The second contract year shall start July 1, 2010 and end June 30, 2011. The third contract year starts July 1, 2011 and ends June 30, 2012. The total contract period of performance is two years and six months. This RFP allows for the option to extend the contract with the mutual agreement of the parties for up to five additional years, in increments determined by MTC SAFE.

### **Proposers' Conference and Request for Exceptions**

A Proposers' Conference will be held on Monday, August 10, 2009 at 2:00 p.m. in the Third Floor Conference Room at the Joseph P. Bort MetroCenter, at 101 Eighth Street, Oakland, CA. Attendance at the Proposer's Conference is not mandatory.

Any addenda will be posted on the MTC website at <<http://mtc.ca.gov>>. To receive individual notice of any addenda to this RFP or written responses to questions that may be issued by MTC SAFE, Proposers must attend the Proposers' conference, submit a request for clarification or questions, or provide written notice to the Project Manager in accordance with the timetable below.

Any questions, requests for clarification, or exceptions to the RFP requirements or MTC's contract language must be received by MTC SAFE no later than Friday, August 14, 2009 at 2:00 p.m. to guarantee response or consideration.

Any objections to or protest of the provisions in this RFP must be received by MTC SAFE no later than Friday, August 21, 2009 at 2:00 p.m. Section VI.E of the RFP details the process of submitting such protest.

### **Proposal Evaluation**

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV.B of the RFP. Interviews, if held, will occur on Monday, September 14, 2009.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers. Any contract award will be to the consultant that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC SAFE, based on the evaluation criteria specified in Section IV.B.

### **Contractor Selection Timetable**

2:00 p.m., Monday, August 10, 2009	Proposer's Conference, 101 Eighth St. 3 <sup>rd</sup> Floor, Oakland, CA
2:00 p.m., Friday, August 14, 2009	Closing date and time for requests for clarifications/exceptions
2:00 p.m. Friday, August 21, 2009	Deadline for protest of RFP provisions (see Section VI.E)
1:00 p.m., Friday, August 28, 2009	Closing date and time for receipt of Proposals
10:00 a.m., Monday, September 14, 2009	Interviews or Discussions (if necessary)
Wednesday, September 16, 2009	Request for BAFO, if applicable
1:00 pm. Monday, September 21, 2009	Closing date and time for receipt of BAFO, if requested
Friday, October 9, 2009	Operations Committee Approval
November 2009 (approximate)	Signing of contract

**General Conditions**

MTC SAFE will not reimburse any Contractor for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

The selected Contractor will be required to sign a contract with MTC SAFE. A synopsis of key contract provisions is summarized in *Appendix H, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement* (a copy of MTC SAFE's Standard Contractor Agreement may be obtained from the Project Manager, upon request). If a Proposer wishes to object to the specified insurance coverage levels or to propose a change to any other provision in *Appendix H*, the provision and the proposed alternative language and/or objection must be submitted in accordance with the deadline as detailed in the timetable above. Submission of a proposal without a timely request for change or objection to RFP provisions shall be deemed acceptance of the provisions of this RFP and MTC SAFE's standard terms and conditions.

**Authority to Commit MTC SAFE**

Based on an evaluation conducted by a selection panel, the Executive Director will recommend a Contractor to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Andrew B. Fremier  
Deputy Executive Director, Operations

AF: SP

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**REQUEST FOR PROPOSALS**

to the

**METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

for

**CALL BOX SYSTEM MAINTENANCE**

July 28, 2009

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

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## **I. PROJECT BACKGROUND**

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid call box system in the nine Bay Area counties with oversight from Caltrans and California Highway Patrol (CHP).

The MTC SAFE Call Box Program provides a system of approximately 2,200 call boxes on about 1,100 miles of freeways, expressways, and county roads including bridges, tunnels, tubes and in park and ride facilities. The exact number of call boxes in the system at any one time varies due to knockdowns and roadway construction projects. There are various types of call boxes in the MTC SAFE system depending on the location. On bridges, the AC powered call boxes are composed of Lexan ® plastic and are connected to the Supervisory Control and Data Acquisition (SCADA) communication system. SCADA alerts the Caltrans toll plaza when a call box is in use and controls the flashing strobe lights atop the bridge call boxes. The tunnel and tube call boxes have a similar SCADA communication system but have aluminum call box housings instead and have electric call box signs which are all connected to AC power. In some areas near bodies of salt water, call boxes have Lexan ® housing to prevent rusting and are solar powered and not hooked up to SCADA. In all other locations, call boxes are solar powered and aluminum. All call boxes in the system are equipped with a TTY communication system and a voice communication system which are answered 24 hours a day by a private call answering center (CAC) in San Francisco, CA who then transfer calls to CHP or Caltrans, as appropriate. Digital cellular service is currently provided by Verizon Wireless while in locations where cell reception is weak, telecommunication is provided by various landline companies. There are approximately 60 such call boxes.

There are several special call boxes, as defined by call boxes installed in state parks, which are maintained by MTC SAFE but owned by the state park entity. Most of these special boxes are answered by the park's dispatch center or a local sheriff department. The maintenance tasks of these call boxes are similar to other call boxes in the MTC SAFE system but may require coordination with the state park.

Such a widespread and diverse call box system requires extensive maintenance and related field work to ensure boxes are functioning properly and serving the public appropriately. To help facilitate this, each call box is monitored by a maintenance system and makes one call to the system every three days for a diagnostic check up. The call boxes are also inspected and monitored by MTC SAFE designated representatives to ensure the call boxes meet MTC SAFE standards and that maintenance and repairs are done satisfactorily.

Concurrent with the release of this RFP, MTC SAFE is implementing a bridge call box installation project on the seven toll bridges of the San Francisco Bay Area. The project is estimated to be completed by 2014 and will add approximately 350 call boxes to the MTC SAFE system. In addition, a site improvement project will be underway during the term of the contract resulting from this RFP. This project will upgrade approximately 900 sites to improve accessibility and may change the current site types or result in removal of some call boxes. All

new call boxes installed into MTC SAFE's system will become part of the system that the selected Proposer shall also maintain per this RFP.

## **II. MINIMUM QUALIFICATIONS**

To be eligible for this work, a Proposer must demonstrate that it has:

- A minimum of five (5) years experience in maintaining emergency roadside telephone systems with similar technology of which three (3) years may be satisfied by experience in maintaining other (non-call box) systems of a similar nature; and
- An office centrally located in the San Francisco Bay Area; and
- Existing electronic maintenance system to record and track call box repairs and archived data.

## **III. SCOPE OF SERVICES SCHEDULE, AND COMPENSATION**

### **A. Scope of Services**

The complete scope of work is detailed in *Appendix A, Scope of Services*. The MTC SAFE call box system requires year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly while other tasks are performed on an as needed basis. To efficiently manage the maintenance of the Program, a computerized maintenance system is required to communicate with all call boxes in the system to report issues to the selected Proposer that need to be addressed within predetermined timeframes. In addition, such maintenance system must track and record every repair made to the call box system and allow this information to be viewed and accessed by MTC SAFE.

In addition to updating and managing the maintenance system and other related administrative tasks, there are five (5) specific tasks that the selected Proposer shall perform each month; Task E may or may not be a monthly task. The selected Proposer shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services.

The selected Proposer is expected to perform the below tasks on all currently installed call boxes and any new call boxes installed, which may be on bridges, tunnels, or parks during the term of the contract resulting from this RFP.

**Task A – Corrective Maintenance:** The selected Proposer shall perform corrective maintenance as needed on the call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, communication, power supply (battery and solar panel), the interface with the cellular or landline system, and all other internal components that affect the function of the call box.

**Task B – Preventive Maintenance:** The selected Proposer shall perform a preventive maintenance field visit to all call boxes in the MTC SAFE system at least two times a year (preventive maintenance to call boxes in tunnels and tubes must be done three times a year) at approximately six-month intervals as necessary to keep call boxes and their sites free of debris, clean, and operational.



Task C – Knockdown and Vandalism Repairs: The selected Proposer shall repair and/or replace call boxes that have been knocked down due to collision and other accidents or damaged due to vandalism. The selected Proposer must also make work order forms available to MTC SAFE's knockdown recovery contractor in order to assist in collecting restitution from motorist who damages the call boxes.

Task D – Temporary Removals and Reinstallations: The selected Proposer shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of MTC SAFE and its partner agencies. The selected Proposer shall also reinstall such call box in a timely manner at the request of MTC SAFE and its partner agencies.

Task E – Special Tasks and Projects: The selected Proposer may need to perform tasks related to the call box system such as conducting field surveys of call box sites or installing new call boxes at the request of MTC SAFE and its partner agencies. All projects under this task shall be issued per MTC SAFE-initiated task orders.

Administrative Tasks – The selected Proposer shall be responsible for numerous tasks related to the call box system each month including but not limited to: attending meetings, producing call box specification sheets, responding to call box related inquiries, updating Caltrans encroachment permits, tracking inventory, and keeping the call box maintenance system up to date. Exact tasks vary from month to month.

## **B. Period of Performance**

The first contract period shall commence on January 1, 2010 and end June 30, 2010. The second contract year shall begin on July 1, 2010 and continue through June 30, 2011. The third contract year shall begin on July 1, 2011 and continue through June 30, 2011. This RFP allows for the option to extend the contract, with the agreement of both parties, for up to five (5) additional years, in increments determined by MTC SAFE.

## **C. Compensation**

Task A and B – The Selected Proposer will be paid a flat rate per call box active in the month for Task A, corrective maintenance, adjusted by Selected Proposer's performance relative to three (3) performance measures described in detail in Appendix B-1 regardless of how many actual repairs are made. Task B, preventive maintenance, will be paid a flat rate per site the Selected Proposer physically visits to conduct preventive tasks. Both flat rates shall include all labor, material, and transportation costs and are subject to Consumer Price Index (CPI) adjustments each July 1.

Tasks C through E – All work under Tasks C, knockdown and vandalism repair, Task D, temporary removals and reinstallations, and Task E, special projects are to be compensated on a time and materials basis. The time and material compensation shall be based on the material and labor rates included in the selected Proposer's Price Proposal Form (Appendix C) or for subsequent contracting years, the selected Contractor's most current price list, which must be submitted to MTC SAFE once a year and shall be valid for one year from date of submittal.

Additional material price adjustments may be made if there are significant increases in cost of material but must be approved by MTC SAFE Project Manager.

Administrative Tasks – Responsibilities under administrative tasks shall be compensated to selected Proposer as a monthly flat rate. Such flat rate shall include all labor, material and transportation costs necessary to perform routine administrative tasks as described in Appendix A.II and is subject to CPI adjustments each July 1.

Maintenance Set Up Fee – The selected Proposer shall be compensated a one time fee for cost associated with the set up and/or upgrade of the maintenance system in order to perform the required tasks detailed in this RFP. This cost shall only be billed once over the term of the contract and shall be billed at the execution of the contract resulting from this RFP or soon thereafter.

#### IV. PROPOSAL FORM

Proposers must submit one (1) reproducible, unbound original, and four (4) hard copies of their proposal in a sealed envelope labeled “Call Box Maintenance RFP” no later than 1:00 p.m. Friday, August 28, 2009.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposers' capabilities. Each proposal should include:

1. A transmittal letter signed by an official of the firm authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person.
2. A statement of the Proposer's experience and qualifications relevant to providing maintenance and other related services as requested under this RFP, which should be limited to two (2) pages. This section should clearly indicate that the Proposer meets the first two minimum qualifications in Section II.
3. A detailed work plan to perform the required tasks successfully and efficiently including but not limited to: approach, distribution of staff and the tasks they will perform, proposed schedule of work, and potential issues the Proposer foresees and what measures would be taken to resolve them.
4. A description of the Proposer's electronic maintenance system for tracking call box repairs and other required data.
5. A price proposal specifying all costs to MTC SAFE for the required services detailed in this RFP that includes all applicable surcharges including overhead and profit. A proposal calculation worksheet is attached to this RFP as *Appendix C, Price Proposal Form*. **Proposers are required to complete and submit this worksheet as their cost proposal.**
6. A list of staff members that will be the primary contact and lead for work under this RFP and their work experience. Form is attached to this RFP, as *Appendix D, Personnel List*.

7. References of three (3) clients other than MTC SAFE for whom the Proposer has done similar or related work, along with the names and telephone numbers of a contact person for each reference. Reference form is attached to this RFP as, *Appendix E, Reference Form*.
8. A signed California Levine Act Statement attached to this RFP as *Appendix F*.
9. A statement proving the Firm's financial stability. One (1) document from the four (4) listed in *Appendix H, Financial Stability* shall be submitted to the MTC SAFE Project Manager as confidential and separate from the above required forms. Financial records will not be considered part of the proposal for purpose of the California Public Records Act and will be reviewed to determine responsibility only.

## **V. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **A. Review for General Responsiveness**

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and satisfaction of the minimum qualifications listed in Section II. Any proposal that fails to meet the minimum qualifications or does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in the above Section IV, Proposal Form, may be considered complete and generally responsive, if evaluation in every criterion is possible.

### **B. Evaluation Factors**

Responsive proposals will be evaluated by a panel of staff representatives from MTC, partner agency staff or other persons appointed by MTC SAFE, based on the following evaluation factors, listed in relative order of importance, weighted as half of the evaluation score:

1. Cost
  - Flat rate per box per month for corrective and preventive maintenance
  - Time and materials rates
  - Administrative monthly rate
  - Maintenance system setup fee
2. Qualifications and Experience of Firm/Personnel
  - History of completing other similar maintenance contracts
  - Demonstration of competence in the services to be provided
  - Proof of financial stability as detailed in *Appendix G, Financial Stability*
  - Responses from References
3. Qualifications and Experience of the Lead Field Technician (responsible for day-to-day communication and high level technical issues)
  - Years of direct experience in call box industry
  - Experience in managing staff and leading similar projects and technicians

#### 4. Work plan

- Approach to completing the required tasks successfully and efficiently
- Understanding of the project and tasks required
- Having necessary resources: appropriate staff, facilities, and equipment
- Ease of maintenance system to perform required tasks

Following the initial evaluation, MTC SAFE may elect to recommend award to a particular Proposer, with or without interviews, or may enter into discussions with a short list of Proposers including interviews and demonstrations, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

#### **C. Proposer Discussions**

The purpose of discussions, if held, will be to discuss the Proposer's proposal, to identify specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviate or eliminate them in a Best and Final Offer (BAFO). Discussions may take place through written correspondences (including email) and/or face-to-face meetings. The proposed day-to-day lead, as well as other key personnel identified by the Proposer shall participate in such discussions.

In addition to the discussion, a Proposer on the short list may be asked to make a presentation that is limited to no more than 30 minutes on their firm's experience and maintenance system.

#### **D. Site Visits**

MTC SAFE may conduct site visits to the Bay Area office of short listed Proposers, in conjunction with the evaluation of a BAFO, to evaluate quality and appropriateness of Proposer's facility and existing maintenance system.

#### **E. Request for Best and Final Offer**

MTC SAFE will give short listed Proposers the opportunity to revise their written proposals to address concerns raised during discussions through issuance of Request for Best and Final Offers (BAFO). A Request for BAFO may also revise the RFP or contract provisions. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a Proposer to the Executive Director or issue another BAFO. If recommendation is approved by the Executive Director, the recommendation will be presented to the MTC Operations Committee for approval.

### **VI. GENERAL CONDITIONS**

#### **A. Limitations**

This RFP does not commit MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

#### **B. Award**

Any award made will be to the consultant whose proposal is most advantageous to MTC SAFE based on the evaluation criteria outlined above.

### **C. Binding Offer**

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Contractor to contract with MTC SAFE according to the terms of the proposal for a period of one hundred twenty (120) days after its date of submission, which shall be the date proposals are due to MTC SAFE.

### **D. Contract Arrangements**

The selected Proposer will be expected to enter into an Agreement with MTC SAFE. MTC SAFE's synopsis of key contract provisions are summarized in *Appendix H, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement*. Particular attention should be paid to the insurance and indemnification requirements set forth therein.

If a Proposer wishes to object to the specified insurance coverage levels or to propose a change to any other provision of this RFP or of MTC SAFE's standard contract, the provision and the proposed alternative language and/or objection must be submitted no later than the deadline for requests for exception stated in the Letter of Invitation to guarantee consideration. Submission of a proposal without having requested changes or exceptions by the deadline shall be deemed acceptance of the standard agreement's terms and conditions.

The contract payment terms will be a combination of flat rate per box monthly payments and time and materials, as described in Appendix B-1, *Payment Schedule*. MTC SAFE reserves the right to negotiate changes to the scope of work, provisions, contractual requirements, or task rates in the event the option to extend is exercised.

### **E. Selection Disputes**

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Selected Proposer on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
2. No later than three (3) working days after the date the Proposer is notified that it failed to meet minimum qualifications or was adjudged non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the Operations Committee or the date the Proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive

Director. At the sole discretion of the MTC SAFE, a protesting Proposer may be given additional time, up to five (5) working days, to supplement its protest.

The Executive Director (or a designee) will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

The decision of the Executive Director may be appealed to the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The MTC Operations Committee's decision will be the final agency decision.

#### **F. Public Records**

This RFP and any material submitted by a Proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals and all evaluation materials associated with this RFP will remain confidential until the MTC SAFE Operations Committee has authorized award.

#### **G. Grant of License**

MTC SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware previously developed by the Proposer and provided to MTC SAFE (collectively the "Proposer Proprietary Rights") belong solely and exclusively to Proposer. Software and any related source codes developed by Proposer for the specific use of MTC SAFE for its call box system shall belong to MTC SAFE and surrendered at the end of the contract. Nothing contained in the contract resulting from this RFP shall be construed to convey any rights or proprietary interest in Proposer's Proprietary Rights to MTC SAFE, except as specifically granted herein. Proposer hereby grants to MTC SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by Proposer in Proposer's performance of its obligations hereunder for the term of the contract resulting from this RFP. Specifically with respect to Proposer's maintenance database, the scope of this license shall be limited to use exclusively by no more than five (5) different users at MTC SAFE, identified by position or name in writing to Proposer from time to time, and for use solely as contemplated by this RFP. Should Proposer provide any deliverable or part of a deliverable that contains software to which a third party holds a copyright, Proposer hereby warrants the existence of a right on the part of Proposer and MTC SAFE to use such software. All data pertaining to information on the call box system is owned by MTC SAFE and shall be surrendered at the end of the contract in the original file format that was provided to Proposer.

#### **H. Warranty**

Call box enclosures, either retrofitted or newly furnished by Proposer, shall be guaranteed by Proposer against corrosion and fading for the term of the contract resulting from this RFP. Proposer shall use preventive maintenance visits, as defined in *Appendix A, Scope of Services*, to protect boxes from corrosion and fading. Proposer shall replace or repair any such defective enclosures in a timely and satisfactory manner. Proposer shall warrant all other materials and

parts for one (1) year from date of installation. If Proposer fails to eliminate corrosion or keep paint color within specified parameters, MTC SAFE may perform the necessary work and Proposer or Proposer's sureties shall be liable for the cost thereof.

## **I. Termination**

### *Termination for Convenience*

MTC SAFE may terminate this Agreement, in whole or in part, at any time by written notice to Proposer. Upon receipt of notice of termination, Proposer shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to For work performed up to the time of termination, Proposer shall be paid: (i) the full price for completed and approved sites under Tasks A and B, without adjustment for performance; (ii) for hours worked and costs incurred under Tasks C-E; and (iii) a pro rata share of its monthly rate for Administrative Tasks; and (iv) for costs incurred for Special Projects, (v) plus reasonable termination costs, up to the maximum amount payable under this Agreement. If Proposer has any property in its possession belonging to MTC SAFE, Proposer will account for the same, and dispose of it in the manner MTC SAFE directs.

### *Termination for Default*

If Proposer becomes insolvent, assigns or subcontracts the work without MTC SAFE approval, does not deliver the work specified in the contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Proposer, setting forth the manner in which Proposer is in default. If Proposer does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC SAFE within the ten (10) day period, MTC SAFE may terminate the Contract

MTC SAFE shall pay the Proposer for completed work as described above, except that (i) in no event shall MTC SAFE be required to compensate the Proposer for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by MTC SAFE to correct or complete work required under the Contract, including the difference between Proposer's price for the contract and any higher price paid to another Proposer retained to complete the work.

If it is determined by MTC SAFE that Proposer's failure to perform resulted from unforeseeable causes beyond the control of Proposer, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Proposer, MTC SAFE, after setting up a new delivery or performance schedule, may allow Proposer to continue work, or treat the termination as a termination for convenience.

## **J. Indemnity**

Proposer shall indemnify and hold harmless MTC SAFE, Caltrans, CHP, their commissioners, directors, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Proposer, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Proposer agrees at its own cost, expense and risk to defend any and all claims,

actions, suits, or other legal proceedings brought or instituted against MTC SAFE, Caltrans, CHP, their commissioners, directors, officers, agents, and employees, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

**K. Force Majeure**

Any event beyond the control of Proposer and not due to an act or omission of Proposer that materially and adversely affects Proposer's obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by Proposer shall be deemed a "Force Majeure Event", including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit MTC SAFE is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on Proposer and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any governmental approval.



## **APPENDIX A**

### **Scope of Services**

The MTC SAFE call box system requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly but some repairs may require immediate attention depending on the nature of the damages to the call box. To efficiently manage the maintenance of the Program, a computerized maintenance system is required to notify the Contractor of repairs needed and to view, track, and record every repair made to the call box system.

Concurrent with the release of this RFP, MTC SAFE is implementing a bridge call box installation project on the seven (7) toll bridges of the San Francisco Bay Area. The project is estimated to be completed by 2014 and will add approximately 350 call boxes to the MTC SAFE system. In addition, MTC SAFE will be initiating a project for site accessibility improvements which may need to be coordinated around the selected Contractor's maintenance schedule and may result in a reduced number of call boxes and/or changes to the site types and locations for several call boxes. There may also be additional projects that involve the installation of new call boxes in parks, tunnels, etc. All newly installed call boxes after the release of this RFP shall also be maintained accordingly by the selected Contractor during the term of the contract.

Contractor shall provide the required Certificates of Insurance and a certification of compliance with Labor Code § 1861 within 10 days of notification of award of contract.

## **I. GENERAL CONDITIONS**

### **A. Work to be Done**

Contractor shall perform all work necessary to maintain the MTC SAFE motorist aid call box system in a satisfactory manner as detailed in Section III, Call Box Maintenance Tasks. No tasks under this RFP shall be performed by a subcontractor without the written consent from MTC SAFE project manager. Unless otherwise provided, Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee. A coverage map and the number of call boxes by location are attached as *Appendix A-I, Call Box Coverage Map and Locations*. All work done shall be in compliance with the CHP/Caltrans Call Box and Motorist Aid Guidelines and American Disabilities Act (ADA) regulation.

### **B. Plans and Specifications**

Contractor shall keep at the field office a copy of all plans and specifications to which MTC SAFE shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by Contractor in the field office and be available for review by the MTC SAFE Project Manager or MTC SAFE designated representative. Any call box specification plans the successful Contractor does not have shall be created by Contractor as part of an administrative task and may be facilitated by MTC SAFE Project Manager

**C. Rights of Entry and Permits**

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.

**D. Materials and Workmanship**

All materials, parts and equipment furnished by Contractor shall be of high grade and free from defects. Enclosures shall not be replaced with others of lesser quality as measured by paint brightness, and aluminum and/or coating integrity. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions mentioned in this RFP. Materials and work quality shall be subject to the MTC SAFE Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use.

**E. Labor**

Only competent workers shall be employed for tasks under this Agreement. Any person found by MTC SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services under the contract resulting from this RFP.

**F. Inspection**

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the MTC SAFE Project Manager or a designated representative. Any MTC SAFE authorized representative shall have access to the field office. Approval by the MTC SAFE Project Manager that services meet required performance measures shall precede issuance of yearly performance adjustments, described in Appendix B-1, Payment Schedule.

**G. Condition of Site**

Throughout the term of the Contract, Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). All unneeded materials and equipment shall be removed from the call box site immediately or as soon as the materials, tools, and equipments are no longer needed.

**H. Items or Activities to be Performed by Others**

Maintenance of the SCADA communication system, AC power, or concrete barriers that are part of the Caltrans-owned infrastructure shall be performed by others but may require coordination with Caltrans if call boxes are affected. For maintenance of call boxes in the tunnels and tubes, the signs, electrical connections, and SCADA are provided under a separate agreement with Caltrans and are not the responsibility of Contractor. Call Boxes in the Presidio Park are affiliated with MTC SAFE but owned and maintained by a separate entity.

**I. Reuse of Parts:**

Contractor shall reuse parts that have been damaged or replaced assuming Contractor has repaired the parts, and ensures that functionality is not degraded and the integrity of the component is not compromised.

### **J. Reserve Inventory**

Contractor is required to maintain a sufficient quantity of call box equipment, parts, and materials in stock in their Bay Area field office to fulfill the requirements of this Scope of Work and its attachments.

### **K. Storage of Materials**

Contractor shall store call box housings, electronics, poles, and other appurtenances either within their warehouse or within a nearby Caltrans facility. Surplus inventory may be stored at the Caltrans Maintenance yard at the San Francisco Bay Bridge. MTC SAFE shall be responsible for securing space within a Caltrans facility for storage, Contractor's lead field technician shall be responsible for day-to-day coordination and reporting of problems to the MTC SAFE Project Manager.

### **L. Communication**

Contractor shall ensure that the lead field technician and staff has the necessary communication devices for interacting efficiently with the MTC SAFE Project Manager, other designated representatives, and partner agencies. The devices to be provided by the Contractor must include, but are not limited to a cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

## **II. CALL BOX MAINTENANCE SYSTEM**

A maintenance system is currently in place to monitor the MTC SAFE call box system whose information may need to be transferred to the Contractor's maintenance system. MTC SAFE is responsible for obtaining all call box data and providing it to the successful Contractor to be inputted into their maintenance system. The Contractor shall facilitate such transfer by working with MTC SAFE to format data accordingly. The Contractor will not be compensated for maintenance tasks until the maintenance system is fully operational. MTC SAFE retains ownership of all files containing call box related data provided to the Contractor and software developed by Contractor for the exclusive use of MTC SAFE and its call box system for the purpose of this project. All such data and software shall be turned over to MTC SAFE at the termination of the contract.

All MTC SAFE call boxes shall be monitored by a maintenance system and each box shall make one (1) call every three (3) days into the system for a diagnostic check up. The Contractor's maintenance system shall be compatible with the MTC SAFE call box communication devices. It is the Contractor's responsibility to upgrade their maintenance system in order to perform the necessary maintenance tasks described in this section with the MTC SAFE call boxes and the overall system. Contractor shall not change any devices in the call boxes to make them compatible with their maintenance system. The cost of such upgrade shall be included in the Price Proposal Form in Appendix C. Any changes and/or upgrades to the maintenance system that is not for the purpose of performing the tasks required in the project shall be at the cost of the Contractor. MTC SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the property of the Contractor.

The maintenance system must record all work orders related to the call box system and other general information and specifications of each call box in the MTC SAFE system as specified in Appendix A-3. These work orders and along with call box related general information must be easily retrievable and able to download into an Excel® spreadsheet or similar program. All current and previous work orders must be accessible to the MTC SAFE project manager and its systems management consultant at any time. The systems management consultant monitors all repairs done each month, the timeliness of such repairs, and the number of times each call box calls into the maintenance system via the maintenance system.

Contractor shall meet with MTC SAFE Project Manager immediately after award of contract to finalize the needs and the layout of the Call Box System Database and to determine appropriate access for MTC SAFE Project Manager and its designated representatives.

### **III. CALL BOX MAINTENANCE TASKS**

The Contractor shall perform the following five (5) specific tasks routinely throughout the term of the contract. Some bridge and all tunnel/tube call boxes require night work and lane or bore closures and must be worked around Caltrans schedule. Lane and bore closures shall be provided to Contractor by Caltrans at no cost to the Contractor. Contractor shall be responsible for coordinating all closures with Caltrans at least one (1) week in advance and notifying the MTC SAFE Project Manager of such upcoming work. Changes to scheduled closures on bridges, tunnels, or tubes shall be made no later than three (3) days from scheduled date. For Task C through E, work shall be done on an as needed basis. All Task E work will be initiated through MTC SAFE-issued Task Orders. Compensation for all work is described in Appendix B-1, Payment Schedule.

Some call box repairs and maintenance tasks listed hereafter may need to be performed immediately if the repair needed is presenting a potential hazard or if call box components are broken off and in the way of traffic. Should Contractor need to pick up broken off parts, Contractor shall also repair that damaged call box at the same time to minimize the number of trips needed to repair the call box, to the extent reasonable.

#### **Task A. Corrective Maintenance**

Contractor shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel, not applicable to the call boxes on the bridges or in the tunnels and tubes) and the interface with the cellular system or anything that affects the proper function of the call box. All equipments and materials used to perform repairs must be removed immediately after completion of the repair. Corrective maintenance requires that the Contractor be accessible to the call box call answering center (CAC) and CHP to report non-operational call boxes.

Upon notification that a call box is out of service from CHP, CAC, MTC SAFE, or the maintenance computer, Contractor shall determine the cause and if due to general failure of the call box, Contractor shall take the necessary action to restore it to a good operating condition,

including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of corrective maintenance that were reported shall be completed by 1700 hours on the following day of the repair request, regardless of whether foundation work is required. For events reported on a Friday, holiday or weekend, the call box shall be repaired by 1700 hours on Tuesday following notification of the event. Contractor shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods. Should the Contractor not be able to meet these specified timeframe, Contractor must notify MTC SAFE project manager in writing and the reasons why such repairs shall be delayed.

#### 1. Bridge Call Boxes

Contractor shall conduct all tasks mentioned above as needed on bridge call boxes excluding the SCADA communication system or AC power. All call boxes are equipped with an optoisolator installed inside the call box that protects it from power surges of which contractor shall also repair/replace if it is not operational. The Contractor may need to work in cooperation with Caltrans to resolve issues affecting the bridge call boxes. Repair work on bridges without shoulders require lane closures and possible night work, which shall be coordinated by Contractor with Caltrans at the earliest opportunity but no more than two days or 48 hours from notification of the event.

#### 2. Tunnel and Tube Call Boxes

Activities falling within corrective maintenance for the tunnels or tubes shall be performed at the earliest opportunity, but no more than the timeline set above. Contractor shall coordinate with Caltrans' personnel at the Caldecott Tunnel to schedule all required nighttime bore closures and maintenance. Additional coordination with Caltrans may be needed to repair tunnel boxes involving power or SCADA. Should the Contractor notice failures of the AC power supply or SCADA communication system, the Contractor must notify the MTC SAFE Project Manager and Caltrans immediately.

### **Task B. Preventive Maintenance**

Contractor shall perform the following preventive maintenance tasks at least two (2) times a year, excluding the call boxes in the tunnels or tubes, at approximately six-month intervals as necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the MTC SAFE Project Manager any unusual findings made while performing preventive maintenance. The preventive maintenance activities for all call boxes, except the tunnels/tubes and bridges, shall include, but are not limited to the following tasks:

- Cleaning, sanding off rust and painting of call box housings as necessary (see below);
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Removal of items not part of call box such as stickers and garbage bags
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
  - Removal of faceplate (as necessary);

- Perform test calls;
  - Check outer door, handset and illumination for proper operation;
  - Check call connect light;
  - Check hook switch; and
  - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Inspection and repair of the pedestrian pad;
- Inspection of path for wear and tear or vandalism; and
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls.

Contractor shall use preventive maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. Contractor shall replace or repair any such defective enclosures in a timely and satisfactory manner. The Contractor may recommend replacement of aluminum boxes with Lexan® call boxes in areas where call boxes are demonstrating high corrosiveness. The Lexan® call boxes shall meet the same specifications as the aluminum boxes, including but not limited to the call connect light brightness and size, environmental specs, and functioning capabilities. Contractor shall receive approval from the MTC SAFE Project Manager prior to proceeding with replacement.

### 1. Bridge Call Boxes

Contractor shall perform preventive maintenance on bridge call boxes at least two (2) times annually.

- Cleaning and painting of call box housings as necessary (see above);
- Checking call box housing door, magnet, and spring especially on bridges with strong winds;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
  - Removal of faceplate (as necessary);
  - Perform test calls;
  - Check outer door, handset and illumination for proper operation;
  - Check call connect light;
  - Check AC power connectivity;
  - Check optoisolator
  - Check strobe light;

- Check hook switch; and
  - Check cellular antennae and cable.
- Cleaning and bolt tightening for the call box sign;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on concrete rails.

## 2. Tunnels and Tubes

Contractor shall perform a preventive maintenance field visit to the tunnel/tube call boxes at least three (3) times annually. Preventive maintenance shall be scheduled in approximate ten week intervals. The preventive maintenance activities shall include but shall not be limited to the following tasks:

- Cleaning and painting of call box housings as necessary;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of electrical wiring between the call box and associated sign;
- Operational check of the call box controls and system operational sequence including:
  - Removal of faceplate (as necessary);
  - Perform test calls;
  - Check batteries (as necessary);
  - Check outer door, handset and illumination for proper operation;
  - Check hook switch;
  - Check call connect light and TTY; and
  - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes debris removal);
- Check of the Bay Bridge call answer computer functionality including whether the database is up-to-date;
- Replacement of harnesses; and
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on tunnel walls

### **Task C. Knockdown and Vandalism Repairs**

Maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions, and other such causes (including insect intrusion) will be performed by Contractor. If damages are reported by 0800 hours on a workday, Contractor shall have the call box placed back in service, and restored to its original site type by 1700 hours on the same day. If damages are reported after 0800 hours, Contractor shall have the call box back in service by 1700 hours on the following workday. If foundation work is required, Contractor shall have the call box placed back in service by 1700 hours on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 1700 hours on the first workday following the notification. In some cases, knockdown and vandalism repairs may be

needed as soon as possible because of a potential hazard. The MTC SAFE Project Manager shall notify Contractor of such events.

Contractor shall provide work orders and other related information on a knocked down call box to MTC SAFE and its designated representative to assist in knockdown recovery efforts.

Contractor shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised.

#### **Task D. Temporary Removal and Reinstallation**

##### **1. Temporary Removals**

At the request of MTC SAFE, Contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects that come into conflict with MTC SAFE call boxes. Whenever possible MTC SAFE will give two (2) weeks advance notice to Contractor of upcoming temporary removal. In special cases removals may be required immediately. MTC SAFE retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at their location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, de-activation of long term temporary removals, and storage of call boxes as requested by Caltrans or the MTC SAFE Project Manager. Contractor shall also maintain proper inventory documentation. In some cases, Contractor may need to pick up boxes that are temporarily removed by Caltrans or its contractor at off site locations. Coordination for pick up shall be the responsibility of the Contractor. Some call boxes may be temporarily removed for several years, depending on the nature of the construction project.

##### **2. Reinstallation**

Once construction project is complete and the call box removal is no longer needed, Contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation, and reactivation. Contractor shall get the call box back in service within four weeks of when Contractor is notified of reinstallation. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall recommend new locations for the call boxes to MTC SAFE. Should the call boxes have new sign numbers or phone numbers due to relocation, Contractor shall notify MTC SAFE Project Manager, CAC, and CHP immediately and reflect changes in the maintenance system.

#### **Task E. Special Projects**

Contractor may be requested to conduct special projects throughout the term of the Contract. Special projects may include but are not limited to: installation of new call boxes for MTC SAFE, partner agencies, and other entities; removal or relocation of call boxes due to special circumstances; landline conversion of some call boxes; and/or special site evaluations related to the call box system.

All tasks under this Section will be initiated through MTC SAFE issued Task Orders. The standard MTC SAFE Task order is attached as *Appendix A-3, Task Order Form*.



#### **IV. ADMINISTRATIVE TASKS**

Over the term of the contract, the Contractor shall be responsible for the administrative tasks detailed below in order to perform maintenance tasks. These administrative tasks shall be compensated at a fixed rate to Contractor on a monthly basis, as described in Appendix B-1, Payment Schedule.

##### **A. Meetings, Field Surveys, and Correspondences**

Contractor shall be required to attend meetings that relate to the call box system as requested by the MTC SAFE Project Manager. Contractor shall respond to written and email inquiries regarding the call box system submitted by MTC SAFE Project Manager or its partners in a timely manner. In addition, correspondences with the systems management consultant may be required to assist in producing the Bluebook, a monthly report of call box statistical information. At the request of the MTC SAFE Project Manager, plans, drawings, maps, and other documents shall be provided by the Contractor to MTC SAFE at no additional cost to MTC SAFE.

##### **B. Encroachment Permits**

Encroachment permits are required prior to doing work on Caltrans-owned right of way. Contractor shall be the primary point of contact for Caltrans permit issues related to system expansion and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and MTC SAFE. Contractor shall prepare and submit encroachment permit applications to Caltrans, as required.

##### **C. Inventory and Supplies**

Contractor shall be requested occasionally to take inventory of call box supplies at the Caltrans maintenance yard at the San Francisco Bay Bridge. The storage shall be kept organized and cleaned. MTC SAFE occasionally sells used call box supplies to other vendors and may request Contractor to coordinate sale and delivery of such supplies.

##### **D. Maintenance System Management**

Contractor shall maintain and frequently update the call box maintenance system to reflect changes in site location, site type, etc. A database containing the current system's specifications detailed in *Appendix A-2, System Installed Report Specification* shall be sent to MTC SAFE Project Manager by the second Monday of each month. The System Installed Report must be in a Microsoft Excel® or Access® compatible file. Contractor shall also maintain an accurate, up to date database containing information on the entire call box system as detailed in *Appendix A-3, Call Box System Database*.

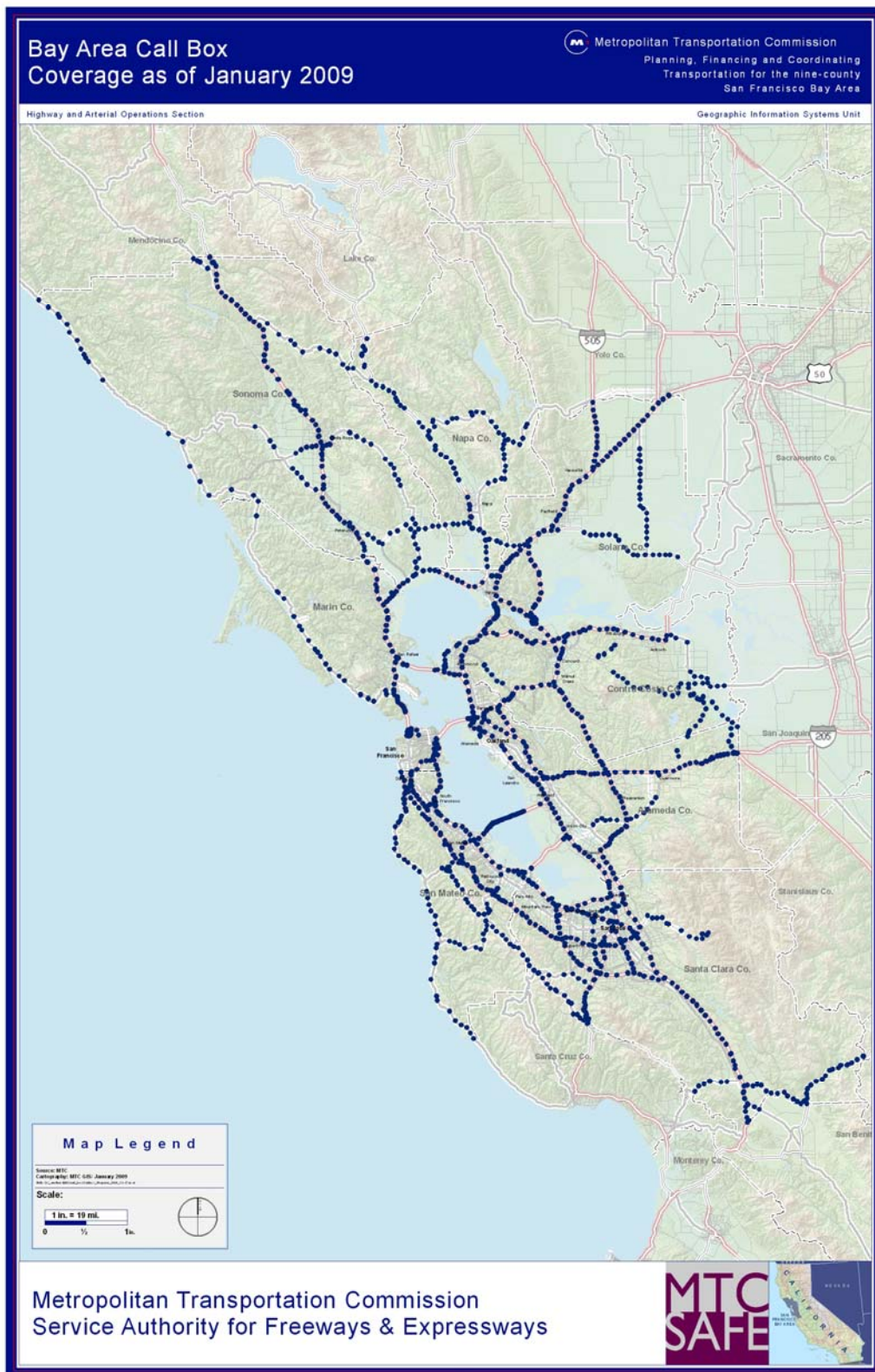
The Call Box System Database shall include all information relating to system components. This information includes, but is not limited to, controller card type, transceiver model and type, and TTY device type. Fairly recent digital call box pictures and complete latitude and longitude data shall also be included. Contractor shall furnish their own digital camera and GPS devices.

In addition to the general specifications of each call boxes listed in the Appendix A-3, the Call Box System Database shall include, at a minimum, the following maintenance information on the call box system:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
- Description of other site work including, but not limited to the following: knockdowns, vandalism, sign repair, other repairs, site repairs, CHP reported, removals, reinstallations, and pad replacements. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

Some specifications of the Call Box System Database and overall maintenance system may be altered by Contractor with prior written approval from the MTC SAFE Project Manager. At the request of the MTC SAFE Project Manager, additional information in the Call Box System Database may be added or unnecessary information deleted.

## APPENDIX A-1, Call Box Coverage Map and Installed Locations



**APPENDIX A-1 continued**

<b>County</b>	<b>Approximate Number of Call Boxes (all)</b>
Alameda	406
Contra Costa	291
Marin	92
Napa	104
San Francisco	43
San Mateo	382
Santa Clara	446
Solano	242
Sonoma	216
<b>Total</b>	<b>2,222</b>
<b>Tunnels &amp; Tubes</b>	<b>Approximate Number of Call Boxes</b>
Caldecott Bore 1	13
Caldecott Bore 2	13
Caldecott Bore 3	14
Caldecott Bore 4	15*
Posey Tube	17
Webster Tube	17
Doyle Drive	40*
Devil's Slide	20*
<b>Total</b>	<b>149</b>

<b>Bridges</b>	<b>Approximate Number of Call Boxes</b>
Dumbarton	46*
San Mateo	134
San Francisco Bay	210*
Richmond/San Rafael	83*
Carquinez / Al Zampa	46* / 47
New / Old Benicia	17 / 31*
Antioch	2*
<b>Total</b>	<b>616</b>

\*Estimated number of call boxes to be installed at future time



**APPENDIX A-2,  
System Installed Report Specifications**

1. Active Call Box / Sign Number (bridge and tunnel call boxes listed separately)
2. Temporarily Removed Call Box / Sign Number
3. Automatic Number Identification (ANI)
4. Mobile Identification Number (MIN) (Call Box Phone Number)
5. Site Type
6. Presence of pad, path, retaining wall, handrails, or other special components
7. Direction Installed on Highway
8. Telecommunication service provider (landline or digital cellular)

### APPENDIX A-3, System Database Specifications

	Update When Site Changed	Update When Site Installed	Update with PM or CM Visit
Call Box Sign Number	✓	✓	
Original Install Date			
Automatic Number Identification (ANI)	✓	✓	
Electronic Serial Number (ESN)	✓	✓	
Mile Post Mark	✓	✓	
Pedestrian Pad Type	✓	✓	
Pedestrian Pad Size	✓	✓	
Site Type	✓	✓	
Retaining Wall Height (provide range)	✓	✓	
Path Size	✓	✓	
Handrail at Site?	✓	✓	
Direction Installed on Highway	✓	✓	
Text Description of Location	✓	✓	
Text Description of Best Access	✓	✓	
Dispatch Center Assigned to Answer Calls (CAC, CHP, etc)	✓	✓	
Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)	✓	✓	
Site Installation Date	✓	✓	
In Service or Out of Service	✓		
Removal Date	✓		
Reinstall Date	✓		
Mobile Identification Number (MIN) (Call Box Phone Number)	✓	✓	
User Telephone Number (Dispatch Center Number)	✓	✓	
Alarm Telephone Number	✓	✓	
Maintenance Telephone Number	✓	✓	
Install Notes-unusual installation notes	✓	✓	
Speech/Hearing Impaired Device Installed? Type?	✓	✓	
Call Connected Light Installed	✓	✓	
Smart Call Box Devices Installed? Type?	✓	✓	
Controller Card Type (e.g., "150", "SRC") and Version Number with Date of Installation	✓	✓	
Transceiver Type / Model with Date of Installation	✓	✓	
Dates of all Preventative Maintenance (PM)Visits to Site	✓		✓
Dates and Descriptions of all Corrective Maintenance (CM) or Above Agreement Activities at Site	✓		✓
Work Order Numbers for all CM and AC activities at Site	✓		✓
Digital Site Photographs	✓	✓	

### APPENDIX A-4, Call Box Specifications

External Components Type	Lexan	Aluminum
Antenna	3 dBi, 800/1900 MHz	3 dBi, 800/1900 MHz
Warning Light (watts)	1 W (12VDC)	N/A
Pole Cap (dimensions)	4.6" x 5.00"	4.6" x 4.5"
Solar Panel (dimensions & watts)	N/A	20.9" x 16.9", 20 W
Pole (height)	8 ft. (Mounts on Barrier)	14 ft.
Reflective Blue Sign (dimensions)	18" x 24"	30" x 36"
Auger (dimensions)	Dia: 4.0", Depth: 42", Helix: 12"	Dia: 4.0", Depth: 42", Helix: 12"
Non-Auger Base (dimensions)	Dia: 4.0", Depth: 38.25"	Dia: 4.0", Depth: 38.25"
Pole Mount (dimensions)	7" x 8.8" x 2.75"	N/A
Call Box Housing Specifications	Lexan	Aluminum
Height	19"	21.6" at center
Width	15"	13.2" extreme
Depth	11.5"	8"
Weight	46.5 lbs.	35 lbs.
Call Box Photo	Lexan	Aluminum
Typical Installation		

**APPENDIX A-5,  
Standard MTC SAFE Task Order Form**

1. Task Order No. (include FY)	
2. Title of Task:	
3. Description of work:	Summarize key task expectations.
4. Original Maximum Payment:	
5. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
6. Schedule and Completion Date:	
8. Payment terms:	Time and Materials

**Payment Terms**

Time and Materials (*specify hourly rate for applicable personnel and/or expenses*).

	<u>Personnel/Expense</u>	<u>Purpose</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Cost</u>
1.					
2.					
3.					
4.					
5.					
<b>Total:</b>					

MTC SAFE

Contractor

Stefanie Pow, Project Manager

Name, Position

Date:

Date:

Albert Yee, Section Director

Date:

Denise Rodrigues, Contract Administrator

Date:



## APPENDIX A-6, Call Box Inspection Form

**SIGN NUMBER:**

**SITE TYPE:**

**DATE OF INSPECTION:**

**TIME OF INSPECTION:**

**OVERALL SITE: PASS / FAIL** (PASS = 93% OR GREATER OF TOTAL POINTS)

### NOTES:

High – 8 Points	Yes	No	Comments
Full duplex communication is established			
Audio quality good			
Call box orientation correct			
Outer door functions properly			
Housing parts and sign secure on pole/wall			
Pole secure in ground			
Handset is hearing aid compatible			
TTY device operational			
Solar panel hardware not severely damaged			

Medium – 4 Points	Yes	No	Comments
User instruction attached			
Call box terminates correctly			
Face plate secure			
Sonalert audible			
Sonalert terminates properly			
Handrail installed properly			
Site not obstructed			
Site retaining wall stable			
Path/pad not damaged or hazardous			
Call connect light functions			
Solar panel correctly oriented and clear			

Low – 2 Points	Yes	No	Comments
Call box enclosure not severely faded or corroded			
Yellow anti-theft label attached			
Weep hole clear			
Breakaway base orientation correct			
Reach complies with specs for site type			
Distance between pad and breakaway is 2-4"			
Pad aligned correctly			
Opposite box pairing within limits			
Site clear of debris			
No graffiti on site			

## **APPENDIX B-1, Payment Schedule**

All tasks detailed in Appendix A, Sections III and IV performed by the Contractor shall be compensated on a monthly basis according to the below payment schedule and subject to the performance measures summarized in Table 1:

- Task A. Corrective Maintenance: Contractor shall be compensated a flat rate, regardless of how many repairs are done, per call box active in the month for all tasks performed defined as corrective maintenance.
- Task B. Preventive Maintenance: Contractor shall be compensated a flat rate per call box physically visited by the Contractor to perform any tasks defined as preventive maintenance.
- Task C, D, and E: Contractor shall be compensated on a time and materials basis for knockdown and vandalism repair, temporary removals and reinstallations, and special projects per MTC SAFE-issued task orders. Time and material rates shall be based on Contractor's most current price list.
- Administrative Tasks: Contractor shall be compensated a flat rate for administrative tasks as described in Appendix A, Section III.

### **A. Flat Rates**

The flat rates for Task A, corrective maintenance, Task B, preventive maintenance, and administrative tasks include all materials, labor, transportations, and other costs incurred to complete the tasks mentioned above. Only Task A, corrective maintenance shall be subject to performance measures as detailed below. The flat rate is subject to CPI adjustments each July 1<sup>st</sup>.

#### **Performance Measures:**

Flat rates paid to the Contractor for Task A, corrective maintenance are subject to the following performance measures, as summarized in *Table 1*.

#### **1. System Operation and Site Condition**

MTC SAFE staff or a designated representative will visit 20 random call boxes per month to test operations and inspection site conditions. The system operation and site condition test locations will be chosen at random along proximate corridors. The operational tests will consist of the following:

- Placing calls to CAC and testing sound quality of connection;
- Testing add-on components (e.g., TTY);
- Testing call connect light and sonalert device (if applicable); and
- Visual inspection of site (includes check for vandalism/graffiti, color brightness of call box, integrity of aluminum housing, check for excessive debris or weeds on pad/path, and condition of pads/path).

*Appendix A-6, Call Box Inspection Form* provides a copy of the inspection form for use in the system operation and site condition check.

#### **2. System Call-In Performance**

Each call box shall be programmed to call-in once every three (3) days. The system call-in performance shall be rated by the percentage of installed call boxes that make their established number of monthly maintenance calls.

### 3. Timeliness of Corrective and Non-Preventive Repairs

This measure will rate the Contractor on the timeliness of call box repairs and will be based on the percentage of repairs occurring within the period specified in this Appendix, Sections II.A and II.C, and summarized below. Contractor shall use computer generated, time and date stamped trouble tickets as well as maintenance management reports of time and date of forced maintenance calls for reporting timeliness of call box repairs.

All repairs falling under Task A and Task C regardless of whether foundation work is necessary shall be completed by 1700 hours on the following day of notification of repairs, exclusive of notifications on Fridays, holidays and/or weekends of which shall be completed by 1700 hours on the following Tuesday.

*Table 1. Performance Level Summary*

Performance Levels that Determine Per Box Compensation for Task A – Corrective Maintenance			
Performance Measure	Level 1	Level 2	Level 3
System Operation and Site Condition Check	17 of 20 sites pass	18 of 20 sites pass	19 of 20 sites pass
System Call-In Performance	84 – 89% of call boxes meet required call-in measure.	90 – 95% of call boxes meet required call-in measure.	96 – 100% of call boxes meet required call-in measure.
Timeliness of Repairs	84 – 89% of repairs occur within required time period.	90 – 95% of repairs occur within required time period.	96 – 100% of repairs occur within required time period.
<b>Point Assignment: Each Measure Within Level</b>	<b>1 points</b>	<b>2 points</b>	<b>3 points</b>
<b>Performance Level: Aggregate Points Needed</b>	<b>3</b>	<b>4-8</b>	<b>9</b>
<b>Price per call box</b>	<b>- 5% of Level 2</b>	<b>Proposed Rate from Price Proposal Form Section I.A</b>	<b>+5% of Level 2</b>

Contractor shall be assigned points monthly as follows:

For each measure falling within Level 1 -- 1 point is assigned to the measure;  
For each measure falling within Level 2 -- 2 points are assigned to the measure;  
For each measure falling within Level 3 -- 3 points are assigned to that measure.

The three performance measures shall then be aggregated to determine overall performance levels, as follows:

- Overall Performance Level 1 – A total of 0 – 3 points
- Overall Performance Level 2 – Between 4 and 8 points total;

- Overall Performance Level 3 – A total of 9 points

Contractor shall be compensated monthly for Task A, corrective maintenance in accordance to the price associated with the overall performance level the Contractor achieves for that month. The default Level 2 price shall be the price on the selected Proposer's Price Proposal Form. Should the Contractor achieve performance measures above or below Level 2 performance, the price per call box for Task A shall be increased or decreased by 5%, respectively. Price adjustments for meeting levels other than Level 2 will be settled quarterly as described in Section F below.

Should Contractor's performance fall below any of the individual measures outlined in Level 1 (e.g. less than 80% of repairs done in a timely manner, less than 80% of system call-in performance within established boundaries and fewer than 16 sites passing inspection), Contractor shall be paid at Level 1. However, MTC SAFE shall enter into discussions with Contractor to renegotiate rates or request reimbursement to account for undesirable Contractor performance. .

### **C. Time and Materials**

For Tasks C through E, described in Section II, Contractor shall be compensated on a time and material basis. Time and material payment shall be based on the Contractor's most current price and valid for that year unless there are significant increases in material cost which shall be discussed with the MTC SAFE Project Manager. All Task E work will be initiated through MTC SAFE-issued Task Orders.

### **D. Administrative Tasks Flat Rate**

Each month the Contractor shall bill MTC SAFE at a flat rate for tasks specified in Section III. The flat rate includes all materials, labor, transportations, and other costs incurred to complete the tasks mentioned above. The flat rate is subject to CPI adjustments each July 1.

### **E. Maintenance System Set Up Fee**

Contractor shall be paid a one time fee for all cost associate with the set up of the maintenance system to meet the requirements detailed in Appendix A, Section II and Section III.D. All cost related to upgrading and/or customizing the maintenance system to be compatible with the MTC SAFE call boxes shall be listed in Appendix C, Price Proposal Form. The Contractor shall be compensated for this cost, as applicable, after the maintenance system is fully operational and has been approved by MTC SAFE project manager. After the Contractor's maintenance system has been accepted, Contractor shall not make further changes or bill for such cost without the prior consent of the MTC SAFE project manager.

### **F. Invoicing**

The selected Contractor shall invoice MTC SAFE on a monthly basis. Contractor shall include the following in each month's invoice packet:

- One page invoice detailing the number of call boxes serviced under Task A, Corrective Maintenance and Task B, Preventive Maintenance in that month multiplied by the default Level 2 flat rate per box in addition to the monthly flat rate for administrative costs.
- One page invoice summarizing the number of work types performed, number of sites worked on by county, and the total time and materials needed for that month under Task C and D including all associated documentation or work orders detailing the type of work completed. An example of this invoice is in Appendix B-2.

- The maintenance set up fee shall be invoiced once and immediately after the maintenance system is approved by the MTC SAFE Project Manager.

At the end of each MTC SAFE quarter (last day of the month of September, December, March, and June) Contractor shall either invoice MTC SAFE for additional amounts due for Tasks A or B for Level 3 work or shall indicate the amount due MTC SAFE for Level 1 work, which MTC SAFE shall deduct from amounts due for that month's invoice.

**APPENDIX B-2,  
Sample Invoice for Time and Materials Tasks**

Invoice #: 01234567  
Contract #: CO0123

Task C-E  
September 2009

Work Codes	Sites Done	Work Codes	Sites Done
Knockdowns	12	Graffiti	5
Vandalism	2		
Temp. Removal	5		
Total sites done in September 2009			24

Counties	Sites Done	Cost of Work	Counties	Sites Done	Cost of Work
Alameda	7	\$2,000	Contra Costa	-	
Marin	1	\$400	Napa	2	\$946
San Francisco	-		San Mateo	4	\$1,000.44
Santa Clara	5	\$500	Solano	-	
Sonoma	-				

Time and Materials	Units	Per Unit Cost	Total
Call Box Housing (used)	10	\$100	\$1,000.00
Call box Housing (new)	1	\$300	\$300.00
Antenna	2	\$25	\$50.00
Cement	5	\$5	\$25.00
Solar Panel	1	\$50	\$50.00
Day Labor	65	\$50.50	\$3,282.50
Night Labor			
Applicable Tax (9.75%)			\$138.94
Total			\$4,846.44

## APPENDIX C, Price Proposal Form

All prices in lines A, B, and C below shall include all direct costs (equipment and supplies, labor, transportation, fees, taxes, etc.); indirect costs (fringe benefits, insurance, applicable surcharges, profit, overhead, G&A); and profit. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat rate. Price proposal for line A and B will be the Level 2 default rate as described in Appendix A, Section IV.B.

Proposer shall attach: 1) a current price lists for parts and labor required for tasks detailed in Appendix A, Section II.C-E and 2) hourly wages of staff working on this project.

Line E, Set up cost for Maintenance System is for the cost to have maintenance system operational to satisfy requirements laid out in this RFP as described in Appendix A, Section II. This is a one time fee and includes all associated time and materials.

In Section II, Proposer shall list all prices for each call box component listed, new and used if applicable. Proposer may provide approved equal substitutes for any of the components but must be noted.

### I. Price Proposal

A. Per site Level 2 maintenance fee per active call box for all work specified in <i>Appendix A, Sections II.A, Corrective Maintenance</i>	\$
B. Per site maintenance fee per box for call box sites physically visited specified in, <i>Appendix A, Section II.B, Preventive Maintenance</i>	\$
C. Monthly flat rate for administrative cost for work involved in fulfilling tasks outlined in <i>Appendix A, Section III, Administrative Tasks</i> .	\$
D. Labor rate for times and materials compensated tasks specified in <i>Appendix A, Section II.C through II.E</i> :	
1. Hourly Rate for Regular work, Monday - Sunday (between the hours of 0600 and 1900)	\$
2. Hourly Rate for Night work, Monday - Sunday (between the hours of 2200 and 0500)	\$
E. Upgrade/ Set up cost for Maintenance System (one time fee, if applicable)	\$

### II. Price Proposal – Materials

Call Box Components	Used	New
Lexan Call Box Assembly	\$	\$
Digital Lexan Call Box Assembly		

Call Box Components Continued	Used	New
6.5 W Solar/Antenna Assembly		
20 W Solar Assembly		
Pole		
Pole Modified F2 type		
Wall Mount Pole		
K Mount Barrier Saddle		
Barrier Mount Pole		
Hilti Anchor Bolts (set of 4)		
Main Housing Assembly		
Front Door		
Back Door		
Transceiver Mounting Plate		
Regulator Board		
Call Box Controller Board		
RF/Electrical Interconnect Harness		
Transceiver OKI 800		
Transceiver OKI 1200		
Transceiver Motorola		
Digital Transceiver Motorola		
OKI to Motorola Radio & Controller Upgrade Kit		
Handset and Armored Cord		
3dB gain Antenna		
6dB gain Antenna		
Max Rad (3dB gain) Antenna		
Unity Antenna		
Yagi Antenna		
Corner Reflector		
Mount for Corner Reflector or Yagi		
Deflector 3dB Marine		
17AH Rechargeable Battery		
6.5AH Rechargeable Battery		
Battery Bracket (6.5AH)		
Battery Bracket (17AH)		
10W Solar Panel with Bracket		
20W Solar Panel with Bracket		
RF Cable to Antenna		
Solar Cable to Solar Panel		
Misc Other Smaller Cables and Harnesses		
Sign, Generic Fiberglass (FRP) w/ reg. Numbers		



Call Box Components Continued	Used	New
Sign Diamond (FRP) or Alum w/ HR Numbers		
Mount		
Installation Kit		
Mounting Hardware		
Sign Hardware		
Wind Brackets		
Auger Foundation		
Non-Auger Foundation		
5'x5' Composite Pad		
Call Box TTY Tray Assembly		
Sign Bracket with Wall Mount		
Solar Bracket Post Wall		
Call Box Display Interface Assembly		
Call Box TTY PCA Board		
Keypad Plate Assembly		
Display Front Lens		

*Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this RFP.*

### **III. Contractor's Signature**

Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Name & Title of Authorizing Official	
Authorized Signature	

**APPENDIX D,  
Personnel List**

Please provide information for lead staff members that will be involved in the work as described in this RFP. It is not required that Contractor fill out all six (6) boxes.

**1. Project Director (responsible for overall administration and contract issues)**

**Name:**

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**Position Title:**

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**Years of Experience:**

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**Brief Description of Past Experience:**

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**2. Lead Field Technician (responsible for day-to-day communication and high level technical issues)**

**Name:**

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**Position Title:**

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**Years of Experience:**

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**Brief Description of Past Experience:**

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**3. Staff Name:**

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**Position Title:**

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**Years of Experience:**

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**Brief Description of Past Experience:**

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**4. Staff Name:**

Position Title:

Years of Experience:

Brief Description of Past Experience:

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**5. Staff Name:**

Position Title:

Years of Experience:

Brief Description of Past Experience:

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**6. Staff Name:**

Position Title:

Years of Experience:

Brief Description of Past Experience:

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**APPENDIX E,  
Contractor's Reference Form**

Name of Bidding Company

---

Representative Name & Title

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Phone Number

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Please provide three (3) separate references of clients with contracts of \$50,000 or more in the last three (3) years. References will be contacted during the week of August 31<sup>st</sup>. It is the Contractor's responsibility to provide reliable and responsive references. Only the three (3) references listed below will be contacted; additional references will not be considered.

The following information is required for each reference given (additional sheets may be used if necessary):

**1. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**2. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**3. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

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**APPENDIX F,  
California Levine Act Statement**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Chris Daly  
Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX G, Financial Responsibility**

Financial records will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine financial responsibility only.

This information will be received as confidential and will not become part of MTC SAFE's public records. Please submit one (1) copy of the following four (4) financial documents listed below to the MTC SAFE Project Manager in a separate sealed envelope marked "Confidential". There is no preference to which financial document is submitted.

1. Reference letter from your bank, indicating financial responsibility.
2. Federal Income Tax Returns for two (2) most recent years available.
3. Profit/Loss Statement for two (2) most recent quarters available.
4. Dunn and Bradstreet Report or credit report by a recognized credit reporting service issued after January 31, 2009.

## **APPENDIX H, Synopsis of Provisions in MTC SAFE Standard Contractor Agreement**

The selected consultant will be required to sign MTC SAFE's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

**Termination:** MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

**Insurance Requirement:** The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) **Worker's Compensation Insurance** in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor with no employees;

(2) **Commercial General Liability Insurance for Bodily Injury and Property Damage** liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss;

(3) **Business Automobile Insurance** for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence; and

(4) Umbrella insurance in the amount of \$10,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent Contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.